

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED,
VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED

and

AERO COMMUNICATIONS, LLC

This Amendment 2 (the "Amendment") shall be deemed effective on April 9, 2002 (the "Effective Date") by and between Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Wisconsin corporation with offices at 901 Tatnall Street, Wilmington, DE 19801, and Aero Communications, LLC, An Illinois Limited Liability Company ("Aero"). Verizon and Aero being referred to collectively as the "Parties" and individually as a "Party". This 2nd Amendment covers services in the State of Illinois (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated October 15, 2001 (the "Adoption Letter"), Aero adopted in the State of Illinois, the interconnection agreement between AT&T Communications of Illinois Inc. and Verizon (the "Terms"); and

WHEREAS, subsequent to the approval of the Terms, Aero notified Verizon that it desired to amend the Terms; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Terms; and

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment attached hereto shall govern Verizon's provision of Network Elements to Aero.
2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect

to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

AERO COMMUNICATIONS, LLC

**VERIZON NORTH INC.,
VERIZON SOUTH INC.**

By: _____

By: _____

Printed: _____

Printed: Steven J. Pitterle

Title: _____

Title: Director - Negotiations
Network Services

UNE Remand Attachment

1. General

- 1.1. Verizon shall provide to Aero, in accordance with the Terms, as amended (hereinafter referred to in this UNE Remand Attachment as the "Agreement"), this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to Aero only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to Aero to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should Aero engage in a pattern of behavior that suggests that Aero either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling Aero to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that Aero then converts to UNEs or Combinations, then Verizon will provide written notice to Aero that its actions suggest that Aero is engaged in a pattern of bad faith conduct. If Aero fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, with thirty (30) calendar days advance written notice to Aero, to institute an embargo on provision of new services and facilities to Aero. This embargo shall remain in effect until Aero provides Verizon with adequate assurances that the bad faith conduct shall cease. Should Aero repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of the Agreement that address default.
- 1.3. Aero may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Aero. Without limiting the foregoing, Aero may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to Aero in order to allow Aero to provide such Exchange Access services.
- 1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment:

- 1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to Aero a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to Aero as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
- 1.4.2. Verizon shall not be obligated to provide to Aero, and Aero shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Aero, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to Aero. If Verizon terminates its provision of a UNE or a Combination to Aero pursuant to this Section 1.5 and Aero elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Aero to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Aero; and, (b) Aero shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6. Nothing contained in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement, this UNE Remand Attachment and the Pricing Attachment to the UNE Remand Attachment as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Aero on an unbundled basis or in combination with other Network Elements.
- 1.7. Except as otherwise expressly stated in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Aero shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with Verizon's tariffs at the Verizon Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to Aero's Collocation node by means of a Cross Connection.
- 1.8. If as the result of Aero Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Aero Customer premises, Aero will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Appendix to the UNE Remand Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.
- 1.9. Notwithstanding anything else set forth in the Agreement, this UNE Remand Attachment or the Pricing Appendix to the UNE Remand Attachment and subject

to the conditions set forth in this Section 1 of this UNE Remand Attachment, Verizon shall provide access to Verizon's Network Elements and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (collectively, the "Rates" and, individually, a "Rate"). Certain of these Rates are set forth in the Pricing Appendix to the UNE Remand Attachment, which Rates Verizon shall charge Aero and Aero agrees to pay to Verizon. Aero acknowledges, however, that certain Rates are not set forth in the Pricing Appendix to the UNE Remand Attachment as of the effective date of this UNE Remand Attachment ("Effective Date") but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing a Rate not included in the Pricing Appendix to the UNE Remand Attachment as of the Effective Date, Verizon shall notify Aero in writing of such Rate in accordance with, and subject to, the notices provision of the Agreement and thereafter shall bill Aero, and Aero shall pay to Verizon, for services provided under this UNE Remand Attachment on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to Aero pursuant to this Section 1.9 shall be deemed to be a part of the Pricing Appendix to the UNE Remand Attachment immediately after Verizon sends such notice to Aero and thereafter.

2. UNE Remand Provisions

2.1. Subject to the conditions set forth in Section 1, Verizon shall allow Aero to access Loops unbundled from local switching and local transport, in accordance with this Section 2.1 and the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment. Verizon shall allow Aero access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

2.1.1. "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Aero in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time.

2.1.2. "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics.

2.2. Network Interface Device

Subject to the conditions set forth in Section 1, at Aero's request, Verizon shall permit Aero to connect a Aero Loop to the Inside Wiring of a Customer through the use of a Verizon NID in accordance with this Section 2.2 and the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment. Verizon shall provide Aero with access to NIDs in accordance with, but only to

the extent required by, Applicable Law. Aero may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Aero NID deployed by Aero or, if an entrance module is available in the Verizon NID, by connecting a Aero Loop to the Verizon NID. In all cases, Verizon shall perform this connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 2.2.1. In no case shall Aero access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 2.2.2. In no case shall Aero access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 2.2.3. In no case shall Aero remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 2.2.4. In no case shall Aero remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 2.2.5. Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 2.2.6. When Aero is connecting a Aero-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Aero does not need to submit a request to Verizon and Verizon shall not charge Aero for access to the Verizon NID. In such instances, Aero shall comply with the provisions of Sections 2.2.1 through 2.2.6 of this UNE Remand Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 2.2.7 of this UNE Remand Attachment.
- 2.2.7. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Aero may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
- 2.2.8. Where an adequate length of Inside Wiring is present and environmental conditions permit, Aero may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Aero's NID.
- 2.2.9. Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Aero may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the

connection points or terminals within the Customer side of the Verizon NID.

- 2.2.10. Aero may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Aero, its agent, the building owner or the Customer). If Aero accesses the Customer's Inside Wiring as described in this Section 2.2.10, time and materials charges will be billed to the requesting party (i.e. Aero, its agent, the building owner or the Customer).

2.3. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Aero, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

2.4. Sub-Loop Distribution (USLA)

Subject to the conditions set forth in Section 1 and upon request by Aero, Verizon shall provide Aero with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 2.4, the rates set forth in the Pricing Appendix to the UNE Remand Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon shall provide Aero with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

- 2.4.1. Aero may request that Verizon reactivate (if available) an unused drop and NID or provide Aero with access to a drop and NID that, at the time of Aero's request, Verizon is using to provide service to the Customer.

- 2.4.2. Aero may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Aero is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Aero at such terminal. To obtain access to a Sub-Loop Distribution Facility, Aero shall install a TOPIC on an easement or Right of Way obtained by Aero within 100 feet of the Verizon FDI to which such Distribution Sub-Loop is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Aero TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be

responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Aero for any electronics in the TOPIC. Aero shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

- 2.4.3. Aero may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Aero, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 2.4.4. To order access to a Sub-Loop Distribution Facility, Aero must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Aero TOPIC. To make such a request, Aero must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Aero wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Aero's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Aero must submit the application fee set forth in the Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Aero must submit Sub-Loop Interconnection Applications to:

Aero's Account Manager

- 2.4.5. Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Aero a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statements of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 2.4.6. Aero shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Aero's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Aero breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Aero with access to a Distribution Sub-Loop, Verizon shall bill Aero, and Aero shall pay to Verizon, the balance of the cost set forth in the

Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

- 2.4.7. After Verizon has completed the installation of the interconnecting cable to a Aero TOPIC and Aero has paid the full cost of such installation, Aero can request the connection of Verizon Sub-Loop Distribution Facilities to the Aero TOPIC. At the same time, Aero shall advise Verizon of the services that Aero plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Aero shall run any crosswires within the TOPIC.
- 2.4.8. If Aero requests that Verizon reactivate an unused drop and NID, then Aero shall provide dial tone (or its DSL equivalent) on the Aero side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Aero dial tone or equivalent from the TOPIC. If Aero requests that Verizon provide Aero with access to a Sub-Loop Distribution Facility that, at the time of Aero's request, Verizon is using to provide service to a Customer, then, after Aero has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Aero shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Aero's long-term number portability request.
- 2.4.9. Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 2.4.10. Verizon shall provide Aero with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 2.4.11. Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Aero and subject to the time and material rates set forth in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Aero accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Aero reports to Verizon a Customer trouble, (b) Aero requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Aero shall pay Verizon the charges set forth in the Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Aero is not available at the appointed time. If as the result of Aero instructions, Verizon is erroneously requested to dispatch to a site on Verizon company

premises ("dispatch in"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Aero by Verizon. If as the result of Aero instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Aero by Verizon.

2.5. Sub-Loop – Feeder (UFSE).

Subject to the conditions set forth in Section 1 of this UNE Remand Attachment and upon request by Aero, Verizon shall provide Aero with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 2.5, the rates and charges provided in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office.

2.5.1. Aero may obtain access to a Feeder Sub-Loop only from a Aero collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if Aero has a collocation arrangement in such RTEE. Upon Aero's request, Verizon will connect a Feeder Sub-Loop to a Aero collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a Aero collocation arrangement in the Verizon RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that Aero has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and Aero that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a Aero collocation arrangement in a Verizon Central Office or to a Aero TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. Aero may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

2.5.2. Aero shall run any crosswires within a Aero physical collocation arrangement and a Aero TOPIC and Aero will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a Aero collocation arrangement. Aero shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and Aero shall not bill Verizon, and Verizon shall not pay Aero, for providing such power and space.

2.5.3. Verizon shall not be obligated to provide to Aero any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a

Distribution Sub-Loop. If Aero requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to Aero in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.

- 2.5.4. Verizon shall provide Aero with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 2.5.5. Verizon shall repair and maintain a Feeder Sub-Loop at the request of Aero and subject to the time and material rates set forth in the Pricing Appendix to the UNE Remand Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Aero may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. Aero accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) Aero reports to Verizon a trouble, (b) Aero requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then Aero shall pay Verizon the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a Aero contact as designated by Aero is not available at the appointed time. If as the result of Aero instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Aero by Verizon. If as the result of Aero instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Appendix to the UNE Remand Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Aero by Verizon.

2.6. Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Aero to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2.7. Dark Fiber

Subject to the conditions set forth in Section 1 and upon request, Verizon shall provide Aero with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Appendix to the UNE Remand Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available at the requested availability date. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by

Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

- 2.7.1. A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.
 - 2.7.2. A "Dark Fiber Sub-Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.
 - 2.7.3. A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a Aero Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.
- 2.8. In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:
- 2.8.1. Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to Aero's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to Aero's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Aero's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Aero's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Aero's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another

Verizon remote terminal equipment enclosure that can be cross-connected to Aero's collocation arrangement or adjacent structure. A Aero demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A Aero demarcation point at a Customer premise shall be established at a location that is no more than 30 feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Aero demarcation point by installing a fiber jumper no greater than 30 feet in length

- 2.8.2. Aero may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and Aero may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available Aero unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF already are terminated on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points or cases to accommodate Aero's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to Aero.
- 2.8.3. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 2.8.4. Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a Aero collocation arrangement or (2) from a Verizon Accessible Terminal to Aero's demarcation point at a Customer premise or Aero Central Office.
- 2.8.5. A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of Aero's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 2.8.6. Aero shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 2.8.7. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a

collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

- 2.8.8. A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Aero in the condition that it is available in Verizon's network at the time that Aero submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Aero's use.
- 2.8.9. Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Aero as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 2.8.10. Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to Aero as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 2.8.11. Aero shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 2.8.12. Aero may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 2.8.13. Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to Aero for use for Special or Switched Exchange Access Services, Aero shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 2.8.14. In order to preserve the efficiency of its network, Verizon will limit Aero to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Amendment:
 - 2.8.14.1. Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Aero upon a showing of need to the Commission and twelve (12) months' advance written notice to Aero; and
 - 2.8.14.2. Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Aero upon a showing to the Commission that Aero underutilized fiber within any twelve (12) month period;
 - 2.8.14.3. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Aero order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Aero, or impair Verizon's ability to meet a legal obligation.

- 2.8.15. Aero may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 2.8.16. Aero shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Aero; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) Aero's collocation arrangements with any proper optical cross connects or other equipment that Aero needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Aero hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that Aero places an order for the applicable dark fiber, and that it shall maintain the same going forward.
- 2.8.17. Aero is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.
- 2.8.18. Aero is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Aero.

2.9. Inside Wire

2.9.1. House and Riser.

This section intentionally left blank.

Pricing Appendix to the UNE Remand Attachment

1. General

- 1.1. As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2. Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3. The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4. In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix.
- 1.5. The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in the Agreement, the UNE Remand Attachment or this Pricing Appendix to the UNE Remand Attachment, such Charges shall apply.
- 1.7. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Aero Prices

Notwithstanding any other provision of the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment, the Charges that Aero bills Verizon for Aero's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Aero's cost to provide such Aero Services to Verizon exceeds the Charges for Verizon's comparable Services and Aero has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

3. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which

under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

4. **Regulatory Review of Prices**

Notwithstanding any other provision of the Agreement, the UNE Remand Attachment and this Pricing Appendix to the UNE Remand Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

EXHIBIT A^{1 2}

Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop³

2 Wire Analog Loop (inclusive of NID)	\$ 24.04 ♦
4 Wire Analog Loop (inclusive of NID)	\$ 36.78 ♦
2 Wire Digital Loop (inclusive of NID)	\$ 24.04 ♦
4 Wire Digital Loop (inclusive of NID)	\$ 36.78 ♦
DS-1 Loop	\$ 88.66*
DS-3 Loop	\$ 954.94*

Supplemental Features:

ISDN-BRI Line Loop Extender	4.06*
DS1 Clear Channel Capability	\$24.00*

Sub-Loop

2-Wire Feeder	\$ 12.04*
2-Wire Distribution	\$ 23.93*
4-Wire Feeder	\$ 22.99*
4-Wire Distribution	\$ 42.99*
2-Wire Drop	\$ 3.58*
4-Wire Drop	\$ 3.82*
Inside Wire	BFR

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk ("*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

² Certain of the rates and charges set forth above, as indicated by an "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated December 3, 1996, in 96-AB-005. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in 96-AB-005, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

³ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Network Interface Device (leased separately)

Basic NID:	\$	1.22♦
Complex (12 x) NID	\$	1.48♦

Switching

Port		
Basic Analog Line Side Port	\$	2.51*
Coin Line Side Port	\$	4.10*
ISDN BRI Digital Line Side Port	\$	13.49*
DS-1 Digital Trunk Side Port	\$	68.78*
ISDN PRI Digital Trunk Side Port	\$	294.15*

Usage Charges (must purchase Port)
Local Central Office Switching

Orig \$ 0.0044495♦
Term 0.0038534♦

Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.0000024 ♦
Transport Termination (Average MOU/Term)	\$ 0.0000715 ♦
Tandem Switching (Average MOU)	\$ 0.0010112 ♦

Terminating to Originating Ratio	1.00 ♦
----------------------------------	--------

Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	\$ 24.16 ♦
CDT 4 Wire	\$ 36.93 ♦
CDT DS1	\$ 88.66*
CDT DS3 Optical Interface	\$ 937.50*
CDT DS3 Electrical Interface	\$631.29 ♦
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 0.24*
IDT DS0 Transport Termination	\$ 11.55*
IDT DS1 Transport Facility per ALM	\$ 0.92 ♦
IDT DS1 Transport Termination	\$ 27.61 ♦
IDT DS3 Transport Facility per ALM	\$ 12.77*
IDT DS3 Transport Termination	\$ 125.66*
Multiplexing	
DS1 to Voice Multiplexing	\$ 153.98 ♦
DS3 to DS1 Multiplexing	\$ 216.90 ♦
DS1 Clear Channel Capability	\$ 24.00*

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	\$ 67.13*
Dark Fiber Sub-Loop - Feeder	\$ 53.17*
Dark Fiber Sub-Loop - Distribution	\$ 13.96*
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80*
Dark Fiber IDT -Termination	\$ 6.34*

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Aero does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Aero's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	
Initial Service Order, per order	\$41.34*
Transfer of Service Charge, per order	\$41.34*
Subsequent Service Order, per order	\$ 23.97*
Installation	
Unbundled Loop, per loop	\$ 9.50♦
Unbundled Port, per port	\$ 9.50♦
Loop Facility Charge, per order (See Note 1)	\$ 56.50♦

CUSTOM HANDLING (CHECK CONTRACTS FOR THESE)

Coordinated Conversions:

ISO	\$21.12*
Central Office Connection	\$10.01*
Outside Facility Connection	\$ 9.26*

Hot Coordinated Conversions First Hour:

ISO	\$36.79*
Central Office Connection	\$41.03*
Outside Facility Connection	\$37.03*

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$ 7.52*
Central Office Connection	\$ 10.01*
Outside Facility Connection	\$ 9.26*

Note 1: The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES – OTHER UNE's*

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning	
			Initial Unit	Add'l Unit
UNBUNDLED NID*				
Exchange – Basic	\$ 49.06	\$ 36.72	\$ 61.59	N/A
UNBUNDLED SUB-LOOP*				
Exchange - FDI Feeder Connection - Initial	57.03	40.22	62.22	31.78
Exchange - FDI Feeder Connection - Subsequent	26.96	19.74	24.74	9.97
Exchange - FDI Distribution Connection - Initial	57.03	40.22	78.72	49.17
Exchange - FDI Distribution Connection - Subsequent	26.96	19.74	24.74	9.97
Exchange - Serving Terminal Connection - Initial	57.03	40.22	41.62	20.99
Exchange - Serving Terminal Connection - Subsequent	26.96	19.74	19.04	8.72
UNBUNDLED DARK FIBER*				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)*				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A
LOOP CONDITIONING ⁴ (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$34.88

⁴ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

UNE PLATFORM*

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

DEDICATED TRANSPORT*

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

SIGNALING SYSTEM 7 (SS7)*

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
---------------------------	------------	------------	------------	------------

EXPEDITES*

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER*

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER*

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Aero orders any service from this Agreement.

Customer Record Search applies when Aero requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Aero requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Aero requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Aero requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.